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42 Tex. 418, *Williams v. Burg*, 9 Lea (77 Tenn.) 455, it being considered dangerous to impose such an uncertain charge upon a covenantor. Other cases show a tendency to rest the allowance of attorney's fees as damages in suits of this nature upon notice and indeed this doctrine seems most logical. *Yokum v. Thomas*, 15 Ia. 67, 69; *Terry v. Drahenstadt*, 68 Pa. St. 400, 403; *Wiggins v. Pender*, 132 N. C. 628, 61 L. R. A. 772.

DEEDS—SUPPORT AND MAINTENANCE AS CONSIDERATION—CONDITION SUBSEQUENT.—Plaintiff and her husband granted to their son the old homestead in consideration of his agreement for their support and maintenance. The son's agreement was in a separate instrument and the deed to the son was the ordinary warranty deed. Plaintiff alleges breach of the son's contract and asks that the deed be declared null and void on the ground that the agreement of the son was a condition subsequent and prays for general relief. *Held*, there is no condition subsequent, but that plaintiff is entitled to such relief as the facts will justify. *Bruer v. Bruer et al.* (1909), — Minn. —, 123 N. W. 813.

A deed will not be so construed as to render it a nullity as to any of the parties if by any reasonable construction that result can be avoided, and all of its parts must be considered and made effective if possible. *Beverlin v. Casto*, 62 W. Va. 158, 57 S. E. 411. A conveyance is to be construed most strongly against the grantor. *Edwards v. Brusha*, 18 Okla. 234, 90 Pac. 727. A clause in a deed following the statement of a nominal consideration and for the further consideration of support during life is not a condition subsequent but a matter of consideration or at most a covenant. *Helms v. Helms*, 135 N. C. 164, 47 S. E. 415. Where the deed is given in consideration of the grantee's promise to support, the title vests and is not divested by a breach thereof. *Anderson v. Gaines*, 156 Mo. 664, 57 S. W. 726. "An intent to create a condition subsequent will not always be inferred merely from the circumstances under which such conveyances are made, in the absence of language susceptible of construction as a condition." BREWSTER, CONVEYANCING, § 184. But the Wisconsin court has laid down the rule that there is no adequate remedy for breach of agreement of the son to support his father, in consideration of a conveyance, other than restoration of the parties to their former positions and equity will read into the papers a condition subsequent, enforceable by the grantor in the same manner as any other such condition in the deed. *Glocke v. Glocke*, 113 Wis. 303, 89 N. W. 118, 57 L. R. A. 458. Where land has been conveyed in consideration of the grantee's agreement to support the grantor during life, a court of equity will set aside the deed on refusal to perform the agreement. *Cooper v. Gum*, 152 Ill. 471, 39 N. E. 267. The facts in the principal case are a little different from those of any cited herein but the Minnesota court refuses to go as far as the Wisconsin court has, regardless of the equities of the case.

EVIDENCE—CRIMES AFFECTING CREDIBILITY OF WITNESSES.—Action for fraud in the sale of a horse. The lower court, ruling that only crimes involving moral turpitude could be shown to affect credibility, refused to give an instruction which the plaintiff demanded, to the effect that the jury should consider evidence that one of the defendant's witnesses had been convicted of